

## **AGREEMENT**

### **I. PARTIES**

This Agreement is entered into among the UNITED STATES OF AMERICA, acting through the United States Attorney's Office for the District of Massachusetts and the Department of Justice; the COMMONWEALTH OF MASSACHUSETTS, acting through the Attorney General for the Commonwealth of Massachusetts (the "Commonwealth of Massachusetts"), the MASSACHUSETTS HIGHWAY DEPARTMENT ("MHD"), the MASSACHUSETTS EXECUTIVE OFFICE OF TRANSPORTATION AND PUBLIC WORKS ("EOT"), the MASSACHUSETTS TURNPIKE AUTHORITY ("MTA") (hereinafter collectively the "State Parties") (the United States and the State Parties are hereinafter referred to as "the Government"); BECHTEL INFRASTRUCTURE CORP. ("Bechtel"), a Nevada corporation with its principal place of business in Frederick, Maryland, PB AMERICAS INC., F/K/A/ PARSONS BRINCKERHOFF QUADE AND DOUGLAS, INC. ("PB"), a New York corporation with its principal place of business in New York, New York, and BECHTEL PARSONS BRINCKERHOFF, a joint venture of Bechtel and PB ("B/PB" or the "Joint Venture"), with its principal place of business in Boston, Massachusetts, through their authorized representatives ("Defendants"); and the Relator as defined in paragraph G of the Preamble to this Agreement. Collectively, all of the defendants shall be referred to as "the Joint Venturers." Collectively, the Government and the Joint Venturers shall be referred to as "the Parties."

### **II. PREAMBLE**

As a preamble to this Agreement, the Parties agree to the following:

A. The Central Artery/Tunnel Project ("the CA/T Project," "the Project," or "the Big Dig") is a major public transportation infrastructure project built through the heart of downtown Boston, Massachusetts. The CA/T Project was planned, designed, and constructed over a period of over twenty years from 1985 to the present.

B. From 1985 through December 31, 2005, the Joint Venturers served as Management Consultant on the CA/T Project and were responsible for managing the design and construction of, and for performing construction management and "Quality Assurance" functions on, the Project. The Joint Venturers did not prepare the final design or perform the construction work on the CA/T Project, but as Management Consultant, the Joint Venturers were bound by certain professional standards and contractual obligations.

C. The United States has notified the Joint Venturers that it contends there is evidence that the Joint Venturers, acting through employees and agents of Bechtel and PB, have violated Federal criminal statutes. Specifically, the United States contends it could charge the Joint Venturers with violations of 18 U.S.C. § 287 (submission of false claims for payment) and 18 U.S.C. § 1020 (federal highway fraud).

D. The United States also contends that it has claims under the federal False Claims Act, 31 U.S.C. § 3729-3733, and other common law claims, against the Joint Venturers for failing to provide adequate construction management services on (1) the construction of the Soldier Pile Tremie Concrete Slurry Wall panels in the I-93 tunnel from 1996 to 2004, (2) the installation and monitoring of the epoxy ceiling bolts in the suspended ceiling of the I-90 Connector tunnel from 1999 to 2004, (3) failure to adequately monitor the claims for payment by contractors on time and material contract modifications from 2000 to 2006, and (4) failure to provide sufficient oversight to prevent out-of-specification concrete from being delivered to the CA/T tunnels by Aggregate Industries Northeast Region, Inc. and/or its affiliates or subsidiaries. Specifically, the United States asserts that the services provided by the Joint Venturers were deficient because:

- (1) with respect to the Quality Assurance services relating to the slurry walls,
  - (a) the Joint Venturers allowed the construction contractor to place concrete for the slurry walls when construction specifications were not being met, and the Joint Venturers failed to complete the required documentation noting the deficiencies and failed to have the deficiencies corrected, and

- (b) the Joint Venturers had knowledge of significant defects in the slurry walls and allowed those defects to go unrepaired or to be inadequately repaired, even after the I-93 tunnel was open to traffic and the Joint Venturers had certified the tunnel's safety and proper construction;
- (2) with respect to the Quality Assurance services relating to epoxy ceiling bolts in the suspended ceiling in the I-90 Connector tunnel, the Joint Venturers observed epoxy bolts that were failing to withstand the load of the ceiling panels and were creeping out of the roof, but failed to adequately investigate the cause of such failures or to correct the problem;
- (3) with respect to the construction management services relating to contract modifications, the Joint Venturers failed to compare their records with the contractors' records on time and material slips thereby resulting in payments to be made to contractors who misrepresented the classification of apprentice workers; and
- (4) with respect to the failure to provide sufficient oversight to prevent out-of-specification concrete from being delivered to the CA/T tunnels by Aggregate Industries Northeast Region, Inc. or its affiliates or subsidiaries, the Joint Venturers failed to institute concrete testing protocols at the construction site as well as in the materials lab to determine that all concrete delivered to the Project met CA/T specifications and was placed pursuant to CA/T procedures.

Despite all of the failures noted above, the Joint Venturers submitted claims for payment for these services. The contentions stated in this paragraph D of this section are hereinafter referred to as the "Federal Covered Conduct."

E. The Commonwealth of Massachusetts has notified the Joint Venturers that it contends there is evidence that the Joint Venturers, acting through employees and agents of Bechtel and PB, have violated Massachusetts laws. Specifically, the Commonwealth of Massachusetts has asserted that the Commonwealth of Massachusetts could charge the Joint Venturers with conduct in violation of M.G.L. c. 265 § 13 (manslaughter), M.G.L. c. 266, § 67A (procurement fraud) and M.G.L. c. 12, § 5A et seq. (State Civil False Claims) with respect to the July 10, 2006 incident in which concrete ceiling panels and associated components over the eastbound lanes on the I-90 Connector Tunnel fell onto the roadway and crushed a traveling vehicle, resulting in the death of the passenger and injury to the driver (the "Event").

F. For purposes of this Agreement, the term "State Covered Conduct" shall mean the Joint Venturers': (1) failure to provide adequate services with respect to CA/T

suspended tunnel ceiling anchor systems in the I-90 Connector Tunnel; (2) conduct relating to the Event that could be chargeable as false claims under M.G.L. c. 12, § 5A et seq., manslaughter under M.G.L. c. 265 § 13, and procurement fraud under M.G.L. c. 266, § 67A; (3) failure to provide adequate services resulting in tunnel leaks in the I-93 Soldier Pile Tremie Concrete Slurry Wall panels; (4) conduct that could constitute false claims under M.G.L. c. 12, § 5A et. seq. for the deficient construction of I-93 Soldier Pile Tremie Concrete Slurry Wall panels: MW-85a, W-20, EO-45, W-31, E-14, E-15, E-6, M-69b, MW-87, MW-88, M-1, M-2, and M-16 under CA/T Contract No. C17A1; (5) failure to institute concrete testing protocols at the construction site as well as in the materials lab to determine that all concrete delivered to the CA/T tunnels by Aggregate Industries Northeast Region, Inc. and/or its affiliates or subsidiaries met CA/T specifications and was placed pursuant to CA/T procedures; and (6) failure to disclose financial information as alleged in the civil lawsuit of Commonwealth of Massachusetts, et al. v. Bechtel Corporation, et al., Civil Action No. 04-1151 (Massachusetts Superior Court, Suffolk Division).

G. On or about August 9, 2006, Relator Daniel E. Johnston (“Relator”) filed a qui tam action in the United States District Court for the District of Massachusetts captioned United States and Commonwealth of Massachusetts ex rel. Johnston v. Aggregate Industries PLC et al., Civil Action No. 06-11379-GAO (D. Mass.) (hereinafter referred to as the “Qui Tam Action”).

H. The Joint Venturers contend that they have at no time engaged in any criminal conduct, knowingly made false claims or statements, or otherwise engaged in fraudulent conduct. Nevertheless, without accepting the Government's view, the Joint Venturers accept responsibility for the conduct of their employees and agents as described in Exhibit A. The Joint Venturers agree that Exhibit A is accurate in all material respects and agree that they are foreclosed from contradicting Exhibit A. The Joint Venturers are free to defend themselves in third party

litigation related to the CA/T Project, are free to respond to inaccurate public criticisms, whether anonymous or sourced, and are able to comment and otherwise rely on statements made by governmental entities, including but not limited to the National Transportation Safety Board (NTSB), the MTA, the MHD, the FHWA, and other governmental entities—provided, however, that, in so defending themselves, the Joint Venturers' statements and filings shall not materially contradict Exhibit A.

I. The Government has determined that entry into this Agreement, as opposed to the institution of formal proceedings and/or litigation based upon the Federal Covered Conduct; based upon the State Covered Conduct and for the specific items listed in Exhibits B and C, is in the public interest. Similarly, the Joint Venturers, without admitting liability, have determined that entry into this Agreement, as opposed to the defense of formal proceedings and/or litigation based upon the Federal Covered Conduct; based upon the State Covered Conduct and for the specific items listed in Exhibits B and C, is appropriate under the circumstances. The Parties have reached a full and final resolution of the claims based upon the Federal Covered Conduct; of the claims based upon the State Covered Conduct and of claims for the specific items listed in Exhibits B and C, which final resolution includes total aggregate payments to the Government of \$450,230,500, plus accrued interest, as described below.

### **TERMS AND CONDITIONS**

1. The Joint Venturers agree to pay to the United States and the Commonwealth of Massachusetts a combined sum of \$399,230,500 plus interest at the rate of 5% per annum from October 10, 2007 forward and continuing until and including the day before each Joint Venturer's respective complete payment is made. Bechtel shall contribute \$352,000,000 (the "Bechtel Payment Amount"); and PB shall contribute \$ 47,230,500 (the "PB Payment Amount"),<sup>1</sup> plus applicable accrued interest, and according to paragraphs 2

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<sup>1</sup> The PB Payment Amount of \$47,230,500 consists of a cash payment to the Government of \$46,530,500

through 7 below. Each of these sums shall constitute debts of the respective parties that are immediately due and owing to the United States and the Commonwealth of Massachusetts on the satisfaction of the conditions of payment set forth in this Agreement. These debts are to be discharged by payments to the United States and the Commonwealth of Massachusetts under the terms and conditions appearing below. Bechtel and PB are each separately responsible to the Government only for the respective sum, and the interest thereon, that each party owes under the Agreement.

2. Of the Bechtel Payment Amount, Bechtel shall pay to the United States the sum of \$20,487,297, plus applicable accrued interest (the "Bechtel Federal Payment Amount"). The Bechtel Federal Payment Amount shall be paid by electronic funds transfer no later than ten (10) business days following the date this Agreement is fully executed by the Parties.

3. Of the Bechtel Payment Amount, Bechtel shall deliver to the Commonwealth of Massachusetts the sum of \$35,852,769, plus applicable accrued interest (the "Bechtel State Payment Amount"). The Bechtel State Payment Amount shall be paid by electronic funds transfer no later than ten (10) business days following the date this Agreement is fully executed by the Parties.<sup>2</sup>

4. Of the PB Payment Amount, PB shall pay to the United States the sum of \$2,748,935, plus applicable accrued interest (the "PB Federal Payment Amount"). The PB Federal Payment Amount shall be paid by electronic funds transfer no later than ten (10) business days following the date this Agreement is fully executed by the Parties.

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and a credit to the CA/T Project of \$700,000.

<sup>2</sup> Of the Bechtel State Payment Amount, \$1,750,000 is in settlement of the City of Boston's claims arising out of the Event and \$142,000 is in settlement of the Massachusetts Bay Transit Authority's ("MBTA") claims arising out of the Event. It is anticipated that, prior to the execution of this Agreement, the City of Boston and the MBTA will execute the separate releases and agreements attached as Exhibits D and E to this Agreement; the Commonwealth of Massachusetts will hold these releases in escrow until payment is made by Bechtel and PB pursuant to paragraphs 2, 3, 4, 6 and 7.a. of this Agreement. Within twenty (20) business days of receipt of the Bechtel State Payment Amount, the Commonwealth of Massachusetts shall transfer those amounts directly to the City of Boston and the MBTA respectively pursuant to Exhibits D and E to this Agreement.

5. Of the PB Payment Amount, PB shall deliver to the Commonwealth of Massachusetts the sum of \$4,810,637, plus applicable accrued interest (the "PB State Payment Amount"). The PB State Payment Amount shall be paid by electronic funds transfer no later than one year following the date of the first payment in paragraph 7.a. hereunder.

6. Of the Bechtel Payment Amount, Bechtel shall deliver to the Commonwealth of Massachusetts the amount of \$295,659,934, plus applicable accrued interest (the "Bechtel Fund Amount"). The Bechtel Fund Amount shall be paid by electronic funds transfer no later than ten (10) business days following the date this Agreement is fully executed by the Parties.

7. Of the PB Payment Amount, PB shall deliver to the Commonwealth of Massachusetts the amount of \$39,670,928, plus applicable accrued interest (the "PB Fund Amount"). The PB Fund Amount shall be made in three (3) annual payments as described below. The first payment of the PB Fund Amount shall be paid by electronic funds transfer no later than ten (10) business days following the date this Agreement is fully executed by the Parties. The payments comprising the PB Fund Amount shall be as follows:

- a. First Payment: \$15,287,400, plus interest;
- b. Second Payment: \$8,583,528, plus interest (one year from First Payment);
- and
- c. Third Payment: \$15,100,000, plus interest (two years from First Payment).

The time period between the First Payment and up to and including the Third Payment is hereby referred to as the "PB Payment Period." PB is permitted to make these payments sooner than specified in the above schedule. If PB makes a payment sooner than specified in the above schedule, PB will be charged interest only up until the time payment is received.

8. Contingent upon the United States receiving the Bechtel Federal Payment Amount and the PB Federal Payment Amount and as soon as feasible after receipt, the United States agrees to pay \$54,000 to Relator by electronic funds transfer. It is expressly

understood and agreed that the United States in no way promises, guarantees, nor is liable to the Relator for the collection or payment of any funds pursuant to this Agreement or the payment of the Relator's share as provided herein for funds not actually collected and received by the United States.

9. Contingent upon the Commonwealth of Massachusetts receiving the Bechtel State Payment Amount and as soon as feasible after receipt, the Commonwealth of Massachusetts agrees to pay \$96,000 to Relator by electronic funds transfer. It is expressly understood and agreed that the Commonwealth of Massachusetts in no way promises, guarantees, nor is liable to the Relator for the collection or payment of any funds pursuant to this Agreement or the payment of the Relator's share as provided herein for funds not actually collected and received by the Commonwealth of Massachusetts.

10. It is the intent of the Parties and a term of this Agreement that the Bechtel Fund Amount, the PB Fund Amount, the PB State Payment Amount (paragraph 5), and all but \$18,988,000 of the Bechtel State Payment Amount (paragraph 3) be placed in a fund established by the Commonwealth of Massachusetts (the "State Fund") to complete and maintain the CA/T Project.<sup>3</sup> The State Fund shall be established for the sole purpose of paying the costs of, or reimbursing the commonwealth or the Massachusetts Turnpike Authority for costs incurred in connection with, repairs and maintenance of the central artery and Ted Williams tunnel, if such repairs and maintenance relate to conditions not caused by ordinary or routine wear and tear. The term "repairs and maintenance" shall include, without limitation, repairs, maintenance, inspection, monitoring, and testing of the central artery, the Ted Williams tunnel and the systems and components thereof. Disbursements from the State Fund shall not be permitted for, and monies in the State Fund shall not be used for, the cost of repairs

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<sup>3</sup> Of the \$18,988,000 that is not being deposited in the State Fund, \$1,750,000 shall be paid to the City of Boston pursuant to paragraph 3; \$142,000 shall be paid to the MBTA pursuant to paragraph 3; \$17,000,000 shall be paid into the Central Artery and Statewide Road and Bridge Infrastructure Fund; and \$96,000 shall be paid to the Relator pursuant to paragraph 9.



and maintenance relating to conditions caused by ordinary or routine wear and tear. The Commonwealth of Massachusetts shall place said funds in the Central Artery/Tunnel Project Repair and Maintenance Trust Fund established by Mass. Gen. Laws, ch. 10, § 63A, as enacted by 2007 Mass. Acts ch. 228 (the "State Statute"). The State Fund will be administered by the Commonwealth of Massachusetts. The Parties understand that the Federal Highway Administrator's approvals that are referenced in § 63A(c) of the State Statute are discretionary and will take place pursuant to his/her authority under federal statutes and regulations, including, but not limited to, 23 U.S.C. § 106, and 23 C.F.R. part 630. The United States and the Commonwealth of Massachusetts understand that approvals provided by FHWA pursuant to this paragraph shall satisfy the requirement for approval by the Federal Highway Administrator set forth in § 63A(c) of the State Statute. The United States and the Commonwealth of Massachusetts further agree that the powers to direct payment granted to the United States Attorney for the District of Massachusetts by § 63A(e) of the State Statute shall not be exercised by the United States Attorney and are hereby disclaimed. However, the United States does not waive or disclaim any rights it may have to otherwise enforce this paragraph or § 63(A) of the State Statute. Any failure by the Commonwealth of Massachusetts or the United States in the operation, management, or disbursement of the State Fund shall not provide grounds for the Joint Venturers to assert a breach of this Agreement.

11. In the event that the Joint Venturers fail to pay any or all of their respective payment amounts (i.e., the Bechtel Payment Amount or PB Payment Amount) pursuant to paragraphs 1 through 7 above within thirty days of the due date, or otherwise materially breach this Agreement, any dismissals and non-prosecution as to the breaching Joint Venturer shall, at the United States' and the Commonwealth of Massachusetts' option, be null and void; the payment amount of the breaching Joint Venturer (i.e., the Bechtel Payment Amount or the PB

Payment Amount) referenced above shall become immediately due and payable (less any payments made to date), and shall bear interest at the rate of 12% compounded annually as of the date of default until payment by the breaching Joint Venturer is made in full; and the United States and the Commonwealth of Massachusetts may, at their option, 1) rescind releases given to the breaching Joint Venturer (without tendering to Bechtel any portion of the Bechtel Payment Amount or to PB any portion of the PB Payment Amount, if any, already paid), and/or 2) file a Stipulated Judgment against the breaching Joint Venturer for the Payment Amount less the amount of payments made by the breaching Joint Venturer under this Agreement, in the United States District Court for the District of Massachusetts. The breaching Joint Venturer agrees not to contest any collection action undertaken by the United States or the Commonwealth of Massachusetts pursuant to this paragraph, either administratively or in any state or federal court. The breaching Joint Venturer agrees to pay the United States and the Commonwealth of Massachusetts all reasonable costs of collection and enforcement of this Agreement, including attorneys' fees and expenses. For purposes of enforcement of this provision, the breaching Joint Venturer expressly agrees to waive and not to plead, argue, or otherwise raise any defense under the theories of statute of limitations, statute of repose, contractual limitations, contractual repose, laches, estoppel or similar theories, to any civil, criminal or administrative claims which are filed by the United States or the Commonwealth of Massachusetts within 180 calendar days of written notification to the breaching Joint Venturer that this Agreement has been made a nullity provided that the United States or the Commonwealth of Massachusetts provides such written notification within 120 days of the failure to pay.

12. In the event that Bechtel or PB, or all or substantially all of Bechtel's or PB's assets, are sold, acquired (through any means), consolidated, merged into another entity, or dissolved, at any time before all payments pursuant to this Agreement have been made, Bechtel and PB each agrees that the remaining amount that it owes under this Agreement shall be paid on

or before the date of the closing of the sale or execution of the event, as enumerated above in paragraphs 1-7.

13. Subject to the provisions contained in paragraphs 14 and 17 below, in consideration of the obligations of each of the Joint Venturers set forth in this Agreement, and contingent upon receipt of full and final payment from each Joint Venturer described above, the United States Attorney's Office for the District of Massachusetts hereby releases each Joint Venturer, and its respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates from all criminal claims with respect to the Federal Covered Conduct. Furthermore, the United States hereby releases each Joint Venturer, and its respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates, including all employees, officers, directors, servants, attorneys, and agents of the Joint Venture from all civil monetary claims under the False Claims Act, 31 U.S.C. § 3729, and common law theories of payment by mistake, unjust enrichment and fraud, and any other statute creating causes of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Part O, Subpart I, Section 0.45(d) (1999) for the Federal Covered Conduct.

14. Notwithstanding any term of this Agreement, the United States specifically reserves and does not release as to any entity or person (including the Joint Venturers) the following:

- a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any administrative action or liability, including suspension and/or debarment, except that the United States Attorney's Office for the District of Massachusetts agrees that it will not seek or recommend suspension or debarment;
- c. Any liability, including criminal liability, to the United States (or its agencies) for any conduct other than the Federal Covered Conduct;

d. Any liability based upon such obligations as are created by this Agreement;

e. Any liability for personal injury or death, except that any claims for personal injury or death arising out of the Event shall not be reserved by this subparagraph;

f. Any liability for property damage or for other consequential damages, except damage to the tunnel structures themselves shall not be deemed property damage for purposes of this subparagraph;

g. Any criminal liability of individuals, including officers and employees of the Joint Venturers, except the United States Attorney's Office for the District of Massachusetts represents that it has no present intention of charging any officer or director of Bechtel Infrastructure Corp. or PB Americas, Inc., or their respective affiliates, with any crime. The United States Attorney's Office for the District of Massachusetts reserves the right to bring criminal charges against any officer, director or employee of Bechtel Infrastructure Corp. or PB Americas, Inc. in the future if sufficient evidence of criminal conduct warrants indictment. Furthermore, Bechtel Infrastructure Corp. and PB Americas, Inc. agree that this representation provides no rights or remedies to Bechtel Infrastructure Corp. or PB Americas, Inc. or to any officer, director or employee of either entity to challenge the validity of any future indictment or to breach this agreement if such criminal charges are filed subsequent to the date of this agreement;

h. Any claims against Powers Fasteners, Inc., its predecessors, affiliates, successors and assigns, the Section Design Consultants, general contractors, subcontractors, or material suppliers; and

i. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including the quality of goods and services, provided by the Joint Venturers except for the Federal Covered Conduct.

15. Subject to the provisions contained in paragraphs 16 and 17 below, in consideration of the obligations of the Joint Venturers set forth in this Agreement, and contingent upon receipt of full and final payment described above, the State Parties hereby release the Joint Venturers, their respective corporate heirs, successors, assigns, affiliates, and parent corporations, including all employees, officers, directors, servants, attorneys, and agents thereof, from all causes of action, claims and damages (including diminution of value) for the State Covered Conduct. In addition, subject to the provisions contained in paragraphs 16 and 17 below, in consideration of the obligations of the Joint Venturers set forth in this Agreement, and contingent upon receipt of full and final payment described above, the State Parties hereby release the Joint Venturers, their respective corporate heirs, successors, assigns, affiliates, and parent corporations, including all employees, officers, directors, servants, attorneys, and agents thereof, from all claims for and causes of action for recovery or reimbursement of costs for: (a) the specific cost recovery items listed in Exhibit B hereto and/or (b) investigations and repairs for the specific items contained in Phase I and I(a) of the Wiss Janney Stem to Stern audit, which items are listed in Exhibit C hereto.

16. Notwithstanding any term of this Agreement, the State Parties specifically reserve and do not release as to any entity or person (including the Joint Venturers) the following:

- a. Any claims arising under the state tax laws;
- b. Any administrative action other than the following: a suspension and/or debarment that is based on State Covered Conduct or the specific items contained in Exhibits B and C, provided that such conduct or items do not lead to a Catastrophic Event as defined *infra* at paragraph 17;
- c. Any liability, including criminal liability, to the State Parties except as specifically released in paragraph 15 above;

- d. Any liability based upon such obligations as are created by this Agreement;
- e. Any liability to third parties for personal injury, death, property damage or other consequential damages;
- f. Any claims against Powers Fasteners, Inc., its predecessors, affiliates, successors and assigns, the Section Design Consultants, general contractors, subcontractors, or material suppliers; and
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including the quality of goods and services, provided by the Joint Venturers except for the State Covered Conduct and the specific items listed in Exhibits B and C.

17. A.(1) Notwithstanding any term of this Agreement, the United States and the State Parties also reserve and do not release as to any entity and person (including the Joint Venturers) any and all claims, causes of action and administrative remedies (including suspension and debarment) arising from or relating to any and all future "Catastrophic Event(s)." For purposes of this Agreement, the term Catastrophic Event shall be defined as any accident, incident, occurrence, or event (arising out of a single accident, incident, occurrence, or event or series of related accidents, incidents, occurrences, or events), relating to the CA/T Project and whether or not relating to the Federal Covered Conduct, the State Covered Conduct, or the specific items listed in Exhibits B and C, for which the Joint Venture is liable, and resulting in aggregate costs in excess of \$50 million. A Catastrophic Event shall also be defined to include any defect relating to the CA/T Project whether or not relating to the Federal Covered Conduct, the State Covered Conduct or the specific items listed in Exhibits B and C, for which the Joint Venture is liable, and for which it is discovered that the aggregate costs of repairs to prevent or avoid what the Government reasonably

believes to be a potential Catastrophic Event exceed \$50 million. The term "aggregate costs" as used in this paragraph 17 shall include reasonably incurred costs such as, for example, the costs of investigation, inspection, testing, redesign and/or repair; loss of toll revenue; and public safety costs following and resulting from the Catastrophic Event, but, with respect to repairs made to prevent or avoid a potential Catastrophic Event, shall not include the incremental cost of upgrades to the Project except those repairs which are consistent with engineering standards prevailing at the time the repairs are made. Separate and independent accidents, incidents, occurrences, events, or defects that are not part of a sequence that causes a single Catastrophic Event may not be aggregated in calculating aggregate costs.

A.(2) Subject to paragraph 17.D, in no event shall the Joint Venturers' combined financial liability for any one Catastrophic Event exceed \$100 million. No insurance or other payment, reimbursement, credit, or value received by or due to the United States and/or the State Part(ies) shall alter, reduce, modify, change or eliminate the Joint Venturers' payment obligations pursuant to this paragraph 17. No insurance or other payment, reimbursement, credit, or value received by or due to the Joint Venturer(s) shall alter, reduce, modify, change or eliminate the Joint Venturers' payment obligations pursuant to this paragraph 17. Paragraph 41 of this Agreement shall apply to any recovery under this paragraph 17.

B. With respect to any Catastrophic Event taking place within ten years from October 10, 2007, the Joint Venturers agree not to assert, plead, argue or otherwise raise in any claim, cause of action, or civil or administrative proceeding brought by the United States or the State Part(y)(ies) arising from or relating to any such Catastrophic Event any defense under the theories of statute of limitations, statute of repose, contractual time limitation, contractual repose, laches, or similar time-based defenses, including, but not limited to, the argument that 2003 Mass. Legis. Serv. Ch. 4, § 83(b) (S.B. 1949) (WEST) ("Massachusetts

Statute”) is inapplicable, unconstitutional, or unlawful (hereinafter referred to as “Limitations Defenses”), provided that the proceeding is commenced within 365 days following the Catastrophic Event. The Joint Venturers’ waiver of the Limitations Defenses shall be limited to claims, causes of action, and civil and administrative proceedings arising out of or relating to such Catastrophic Event, and, except as set forth in sections A and B of this paragraph 17 with respect to Limitations Defenses and as otherwise set forth in paragraphs 11, 26, 27, and 32(b) of this Agreement, the Joint Venturers shall not be deemed to have waived any defense to any proceeding brought by or on behalf of the Government or any third party. With respect to any proceeding(s) arising out of or relating to any Catastrophic Event taking place more than ten years from October 10, 2007, or with respect to any Catastrophic Event taking place within ten years from October 10, 2007 but as to which the Government initiates a proceeding more than 365 days following the Catastrophic Event, the Joint Venturers are not barred from raising any of the Limitations Defenses; nor are the United States or the State Parties barred from seeking to refute any defenses raised by the Joint Venturers, including by invoking the Massachusetts Statute.

C. Subject to paragraph 17.D, all proceedings initiated by the United States or State Part(y)(ies) pursuant to this paragraph 17, including but not limited to the determinations of whether any accident, incident, occurrence, event or defect relating to the CA/T Project constitutes a Catastrophic Event, whether a Catastrophic Event is due to the liability of the Joint Venture, and the damages recoverable, if any, shall be determined and resolved pursuant to binding arbitration in accordance with the procedures described herein. Provided, however, any issue under subparagraph 17.D. is not subject to arbitration. The arbitration will take place before a panel of three arbitrators, which will consist of one arbitrator chosen by agreement of the Joint Venturers, one chosen by agreement of the United States and the Commonwealth of Massachusetts, and one chosen by agreement of the Joint Venturers, the



United States and the Commonwealth of Massachusetts. The panel will be composed of at least two former judges, at least one of whom shall be a former federal judge (or U.S. Magistrate Judge). The arbitration shall take place in Boston, Massachusetts. The arbitration panel will provide a written opinion detailing the reasons for its decision, and the decision must be issued within two years of commencement of arbitration. Any such binding arbitration will be conducted pursuant to the JAMS comprehensive arbitration rules and procedures, except that the parties herein agree that any arbitration proceeding conducted pursuant to this paragraph 17.C. shall be open to the public and, at the conclusion of the arbitration, the arbitrators' decision and any transcripts generated therein will be accessible to the public. If the arbitration panel determines that arbitration is not practical because of inability to involve a necessary party in the arbitration, then the Parties will be permitted to seek relief in court and will not be mandated to arbitrate the dispute pursuant to this provision.

D. Neither the \$100 million limit on the Joint Venturers' combined financial liability for any one Catastrophic Event (contained in paragraph 17.A.(2)) nor the arbitration provisions (contained in paragraph 17.C.) shall apply to any claims, causes of action or civil or administrative proceedings that the United States and/or the State Part(y)(ies) could assert without reliance upon the other provision(s) within paragraph 17.

18. The Joint Venturers agree not to seek contribution against any entity, including each other, that would inhibit that entity from contributing to this monetary resolution of the Federal Covered Conduct, the State Covered Conduct and the specific items listed in Exhibits B and C. This paragraph shall not otherwise prevent a Joint Venturer from fulfilling its obligations to its insurers in non-governmental third-party litigation relating to the Federal Covered Conduct, the State Covered Conduct and/or the specific items listed in Exhibits B and C.

19. In consideration of the obligations of the Government set forth in this Agreement, the Joint Venturers and their predecessors, successors, subsidiaries, corporate parents and affiliates fully and finally release the Government, their agencies, offices, departments, employees, servants, attorneys, officers and agents from any and all claims (including attorneys' fees, costs, and expenses of every kind and however denominated), actions, causes of action, suits, debts, damages (also including consequential damages), judgments, liabilities, demands and controversies whatsoever, whether matured or unmatured, whether at law or in equity, which the Joint Venturer(s) have asserted, could have asserted, or may assert in the future with respect to the Federal Covered Conduct, the State Covered Conduct and/or the specific items listed in Exhibits B and C.

20. Relator and his heirs, successors, beneficiaries, attorneys, agents, and assigns agree not to object to this Agreement and agree and confirm that this Agreement and the allocation of the amounts are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and M.G.L. c. 12, § 5A et seq. and, conditioned upon the receipt of Relator's share, Relator, for himself individually, and for his heirs, successors, beneficiaries, agents, attorneys, and assigns, fully and finally releases, waives, and forever discharges the United States and its officers, agents, and employees, and the Commonwealth of Massachusetts and its agencies, offices, departments, employees, servants, attorneys, officers and agents, from any claims arising from or relating to 31 U.S.C. § 3730 and/or M.G.L. c. 12, § 5A et seq., and from any claims arising from the filing of the Qui Tam Action against Bechtel Corp. and PB; and from any other claims for a share of the Settlement Amount; and in full settlement of any claims Relator may have under this Agreement; and he expressly waives the opportunity for a hearing on any objection to this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B) and M.G.L. c. 12, § 5A et seq. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator

arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement, nor does it resolve or in any manner affect any claims the Commonwealth of Massachusetts has or may have against the Relator arising under its state tax laws or any claims arising under this Agreement. The Relator expressly waives any claims to the United States' and the Commonwealth of Massachusetts' share of the Payment Amounts and Fund Amounts described in paragraphs 1-7 of this Agreement, except as expressly stated in paragraphs 8 and 9 of this Agreement.

21. Conditioned upon the payment described in paragraphs 8 and 9 above, Relator, for himself, and for his heirs, successors, beneficiaries, attorneys, agents, and assigns, agrees to release the Joint Venturers, their respective predecessors, corporate heirs, successors, assigns, affiliates, and parent corporations, including all officers, directors, employees, servants, attorneys, and agents thereof from any liability to Relator arising from the filing of the Qui Tam Action, or under 31 U.S.C. § 3730(d) and/or under M.G.L. c. 12, § 5A et seq. for expenses or attorney's fees and costs. In consideration of the obligations of the Relator set forth in this Agreement, the Joint Venturers, their predecessors, subsidiaries, corporate parents, affiliates, agents, employees, servants, successors, and assigns hereby fully and finally release the Relator and his respective heirs, successors, beneficiaries, assigns, agents, and attorneys from claims they have asserted, could have asserted, or may assert in the future against the Relator arising from the filing of the Qui Tam Action.

22. Within seven (7) business days after receipt of the payments described in paragraphs 2-4 and 6 and 7.a. of this Agreement, the United States and the Commonwealth of Massachusetts will file a Notice of Intervention in the Qui Tam Action, and the United States, the Commonwealth of Massachusetts and Relator will file a joint stipulation of dismissal with prejudice as to the Joint Venturers, as set forth in Exhibit F, in the Qui Tam Action.

23. Relator represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

24. Within fourteen (14) calendar days of the receipt by the Commonwealth of Massachusetts of all payments due in calendar year 2008 under the Agreement, the Commonwealth of Massachusetts and the Joint Venturers shall execute and file stipulations of dismissal with respect to the Joint Venturers, with prejudice, in the matters Commonwealth of Massachusetts, et al. v. Bechtel Corporation, et al., Civil Action No. 06-4933 (Massachusetts Superior Court, Suffolk Division), including the December 20, 2006 Complaint by Intervenor City of Boston, and Commonwealth of Massachusetts, et al. v. Bechtel Corporation, et al., Civil Action No. 04-1151 (Massachusetts Superior Court, Suffolk Division).

25. PB has provided financial statements to the United States and the Commonwealth of Massachusetts for its parent company Parsons Brinckerhoff, Inc. Those financial statements consist of annual audited financial statements prepared in accordance with GAAP for fiscal years ending in 2004, 2005 and 2006 and unaudited quarterly financial statements for the first three quarters of the fiscal year ending in 2007. PB acknowledges that the United States and the Commonwealth of Massachusetts have relied on the accuracy and completeness of those financial statements in reaching this Agreement. PB warrants that the financial statements are complete and accurate in all material respects and current for the periods covered. In the event the United States and/or the Commonwealth of Massachusetts learns of asset(s) in which Parsons Brinckerhoff, Inc. had an interest at the time the financial statement(s) were prepared that were not reflected in the financial statement(s), or in the event the United States and/or the Commonwealth of Massachusetts learns of any misrepresentation by Parsons Brinckerhoff, Inc. on, or in connection with, the financial statement(s); and in the event such nondisclosure or misrepresentation changes the "Total Shareholder Equity" set forth on the financial statement(s) by \$5,000,000 or more, the United States and/or the Commonwealth of

Massachusetts respectively may at its option: (a) rescind this Agreement and file suit and/or bring criminal charges based on the Federal Covered Conduct, the State Covered Conduct and/or the specific items listed in Exhibits B and C; or (b) let the Agreement stand and collect the full PB Payment Amount plus one hundred percent (100%) of the change in "Total Shareholder Equity" of Parsons Brinckerhoff, Inc. due to the nondisclosure or misrepresentation. PB agrees not to contest any collection action undertaken pursuant to this provision, except that PB reserves the right to contest the value of the change in "Total Shareholder Equity" of Parsons Brinckerhoff, Inc. This provision does not relate to, address, or in any way obligate Bechtel.

26. In the event that the United States or the Commonwealth of Massachusetts opts to rescind this Agreement pursuant to paragraph 25 above, PB agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, statute of repose, contractual time limitation, contractual repose, laches, or similar time-based defenses, to any civil or administrative claims that (a) are filed by the United States or the Commonwealth of Massachusetts within 180 calendar days of written notification to PB that this Agreement has been rescinded, and (b) relate to the Federal Covered Conduct, the State Covered Conduct, or the specific items listed in Exhibits B and C. This provision does not relate to, address, or in any way obligate Bechtel.

27. The Joint Venturers waive and shall not assert any defenses the Joint Venturers may have to any criminal prosecution, civil action, or administrative action relating to the Federal Covered Conduct, the State Covered Conduct, or the specific items listed in Exhibits B and C, which defenses may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the United States Constitution (and/or any cognate provisions in the Massachusetts Constitution), or under the Excessive Fines Clause in the Eighth Amendment of the United States Constitution (and/or any cognate provisions in

the Massachusetts Constitution), this Agreement bars a remedy sought in such criminal prosecution, civil action or administrative action.

28. Nothing in this Agreement constitutes an agreement by the United States concerning the characterization of the Bechtel and PB Payment Amounts for purposes of the Internal Revenue Service laws, Title 26 of the United States Code or an agreement by the Commonwealth of Massachusetts concerning the characterization of the Bechtel and PB Payment Amounts for purposes of the Commonwealth of Massachusetts' tax laws.

29. The Joint Venturers agree to the following:

A. Unallowable Costs Defined: that all costs (as defined in Federal Acquisition Regulation 48 § 31.205-47) incurred by or on behalf of the Joint Venturers and their respective present or former officers, directors, agents, shareholders, employees, predecessors, subsidiaries, corporate parents and affiliates, successors and assigns in connection with (1) the Government's investigation of the matters covered by this Agreement; (2) the Joint Venturers' investigation and defense of the matters covered by this Agreement and any corrective action undertaken in direct response to the Government's investigation of the matters covered by this Agreement (including attorney's fees); (3) the negotiation and performance of this Agreement; or (4) the payments made to the Government pursuant to this Agreement, shall be unallowable costs for state and federal government contract accounting purposes. These amounts shall be separately accounted for by the Joint Venture and the Joint Venturers.

B. Future Treatment of Unallowable Costs: If applicable, these unallowable costs will be separately estimated and accounted for by each of the Joint Venturers for its respective incurred costs, and each agrees not to charge such unallowable costs directly or indirectly to any contracts with the United States or the Commonwealth of Massachusetts, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by them or any of their subsidiaries to the Government.

C. Treatment of Unallowable Costs Previously Submitted for Payment: If applicable, each of the Joint Venturers further agrees that within 120 days of the effective date of this Agreement, it will identify to the United States and the Commonwealth of Massachusetts any of its unallowable costs (as defined in this paragraph) included in payments previously sought in any payment requests already submitted by the Joint Venturer or its officers, directors, agents, employees, predecessors, subsidiaries, corporate parents, affiliates, successors and assigns and will request, and agrees, that such payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. The Joint Venturers agree that the United States and the Commonwealth of Massachusetts will be entitled to recoup from the respective Joint Venturer any overpayment received by it plus applicable interest as a result of the inclusion of such unallowable costs on previously-submitted requests for payment. Any payment due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice, and/or the affected agencies. Any payment due after the adjustments have been made shall be paid to the Commonwealth of Massachusetts pursuant to the direction of the Attorney General's Office, and/or the affected agencies. The United States and the Commonwealth of Massachusetts reserve their rights to disagree with any calculations submitted by either Joint Venturer on the effect of inclusion of unallowable costs (as defined in this paragraph 29) on the Joint Venturer's cost reports, cost statements, or information reports. Nothing in this Agreement shall constitute a waiver of the rights of the United States and/or the Commonwealth of Massachusetts to examine or reexamine the unallowable costs described in this paragraph.

30. Each Joint Venturer expressly warrants that it has reviewed its financial condition, that it is solvent within the meaning of 11 U.S.C. § 547(b)(3) and 548(a)(1)(B)(ii)(I), and believes in good faith that it will remain solvent during the respective Payment Periods; and expressly warrant that, in evaluating whether to execute this Agreement,

the Parties (a) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to the Joint Venturers, within the meaning of 11 U.S.C. § 547(c)(1), and (b) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange.

31. The Joint Venturers agree to conduct an internal review into whether any design, construction, or materials defects identified during that review existed as of December 31, 2005 that reasonably may be expected to result in monetary losses sufficient to constitute a Catastrophic Event, as defined in paragraph 17.A.1 above or reasonably may be expected to pose a significant risk to public safety. The Joint Venturers agree to issue a written report to the Government (specifically, EOT and FHWA) within 180 days of the execution of this Agreement detailing the results of that review and the steps taken by the Joint Venturers to arrive at said results. Said report will contain a certification by the President of BINFRA, currently Clifford G. Mumm, and the President of PB, George J. Pierson, that the internal review and report result from reasonable due diligence. Upon request by the Joint Venturers, the Government may allow additional time for the Joint Venturers to complete their internal review. Failure by the Joint Venturers to comply with this provision will not constitute a material breach of this Agreement, but may constitute a violation of the corporate compliance agreements described in Exhibits G and H and may result in administrative action by the appropriate Government entities.

32. In the event that a Joint Venturer commences, or another party commences, within 91 days of complete payment by each of the Joint Venturers, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (a) seeking to have any order for relief of a Joint Venturer's debts, or seeking to adjudicate a Joint Venturer as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian



or other similar officials for a Joint Venturer or for all or any substantial part of its assets, the Joint Venturers agree that:

a. The Joint Venturers' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547 or 548, and the Joint Venturers will not argue or otherwise take the position in any such case, proceeding or action that: (i) the Joint Venturers' obligations under this Agreement may be avoided under 11 U.S.C. § 547 or 548; (ii) the Joint Venturers were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payments made to the United States or the Commonwealth of Massachusetts hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to the Joint Venturers;

b. In the event that a Joint Venturer's or any other entities' obligations hereunder are avoided for any reason, including, but not limited to, the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States or the Commonwealth of Massachusetts, each in its sole discretion, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action or proceeding against the Joint Venturer for the claims that would otherwise be covered by the releases provided in this Agreement. If the United States or the Commonwealth of Massachusetts chooses to do so, the Joint Venturers agree that, for purposes only of any case, action, or proceeding referenced in the first clause of this paragraph, (i) any such claims, actions, or proceedings brought by the United States or the Commonwealth of Massachusetts are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case or proceeding described in the first clause of this paragraph, and that the Joint Venturer will not argue or otherwise contend that the United States' or Commonwealth of Massachusetts' claims, actions or proceedings are subject to an automatic stay; (ii) that the Joint Venturer will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, statute of repose, contractual time limitation, contractual repose, laches, or similar time-based defenses, to any such civil or

administrative claims, actions or proceedings which are brought by the United States or the Commonwealth of Massachusetts within 30 calendar days of written notification to the Joint Venturer that the releases herein have been rescinded pursuant to this paragraph; and (iii) the United States and the Commonwealth of Massachusetts have valid claims against PB in the aggregate amount of \$47,230,500 and Bechtel in the aggregate amount of \$352,000,000, and they may pursue their claims, inter alia, in the case, action, or proceeding referenced in the first clause of this paragraph, as well as in any other case, action, or proceeding; and

c. The Joint Venturers acknowledge that their agreements in this paragraph are provided in exchange for valuable consideration provided in this Agreement.

33. In no event are the terms of this Agreement intended to, nor are they to be construed to, work a release of liability or in any way create a benefit in favor of any person or entity not a party to this Agreement, except as provided in paragraphs 13, 15, 20 and 21 of this Agreement.

34. Each party will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

35. Bechtel and PB each agrees to cooperate fully in any further investigation and any trial in which the Commonwealth or the United States is a party - whether pending or future - relating to the CA/T Project. Such cooperation shall specifically include, but not be limited to, facilitating the Government by providing access to witnesses, documents, and information for purposes of the investigation or trial, criminal or civil, of any individual or entity against whom an action or indictment is pending, including, but not limited to, Powers Fasteners, Inc.

Notwithstanding any provision of this agreement: (1) the Joint Venturers are not required to request of their respective current or former officers, agents, or employees that they forego seeking the advice of an attorney nor that they act contrary to that advice; and (2) the Joint Venturers are not required to take any action against their officers, agents, or employees for following advice

of counsel. In addition, the Joint Venturers shall, upon request, furnish to the United States and the Commonwealth of Massachusetts, all documents and records in their possession, custody or control relating to the conduct that is within the scope of any ongoing federal or state investigation, trial or other proceeding arising out of the CA/T Project.

36. The Joint Venturers specifically agree to waive any attorney-client privilege or claim of work product protection regarding conduct for which claims of an advice of counsel defense or claims of good faith defense based upon attorney advice are made by current or former officers, directors, employees and agents of the Joint Venturers if such a claim or defense is made in connection with work performed on the CA/T Project relating to the Federal Covered Conduct, the State Covered Conduct, or the specific items listed in Exhibits B and C in any ongoing federal or state investigation or trial or other proceeding in which the United States Attorney's Office for the District of Massachusetts or the Commonwealth of Massachusetts is a party. Breach of this provision shall constitute a material breach of this Agreement and shall entitle the United States Attorney's Office for the District of Massachusetts and the Commonwealth of Massachusetts to all available legal remedies including, but not limited to, those which are enumerated in paragraph 11 of this Agreement. The United States Attorney's Office for the District of Massachusetts' and/or the Commonwealth of Massachusetts' use of privileged information or documents disclosed pursuant to this provision is limited to assessing or challenging the validity of the advice of counsel or good faith defense that is being offered, and the United States Attorney's Office for the District of Massachusetts and the Commonwealth of Massachusetts specifically agree not to argue in any proceeding or forum that the disclosure of information or documents pursuant to this provision constitutes a waiver of privilege with regard to documents or information that are not shared pursuant to this Agreement. The Joint Venturers' cooperation under this provision in no way limits or

otherwise alters their ability to defend themselves in third party litigation related to the CA/T Project.

37. Bechtel and PB have entered into corporate compliance agreements with the Commonwealth of Massachusetts, copies of which are attached hereto as Exhibits G and H, respectively. Bechtel and PB will immediately upon execution of this Agreement begin to implement their obligations under these agreements. Breach of the obligations contained in the preceding sentence shall constitute a material breach of this Agreement and shall entitle the Government to all available legal remedies including, but not limited to, those which are enumerated in paragraph 11 of this Agreement. A breach of a provision contained in the attached corporate compliance agreements shall not, in and of itself, constitute a material breach of this Agreement.

38. This Agreement anticipates a satisfactory resolution with the Joint Venturers and the Section Design Consultants for \$85,000,000, plus accrued interest, a copy of which is attached hereto as Exhibit I. To the extent there is any conflict between Exhibit I and this Agreement, the text of this Agreement shall control. Any monies the Joint Venturers pay to achieve such a resolution shall be credited with respect to their payment obligations to the Commonwealth of Massachusetts in paragraphs 1, 3 and 6 (for Bechtel) and paragraphs 1 and 7 (for PB). In the event that any other party to Exhibit I or any insurer for any party to Exhibit I fails to meet its payment obligations under Exhibit I by or before January 28, 2008, the United States and State Parties, only by mutual agreement, shall have the remedy, at their discretion, of declaring this Agreement null and void; in the event of such declaration, the Government shall return all funds paid under this Agreement.

39. If any Defendant materially breaches the Agreement, such a breach does not in any way affect or alter the rights of the non-breaching Defendant(s) under the Agreement.

40. This Agreement, including the exhibits and the letter referenced in paragraph 46, constitutes the complete agreement between the Parties.

41. If the Commonwealth of Massachusetts recovers a judgment against any other entity involved with the State Covered Conduct and/or relating to the specific items listed in Exhibits B and C, and that entity in turn obtains a non-appealable judgment against Bechtel or PB, or their respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates, relating to the State Covered Conduct and/or the specific items listed in Exhibits B and C on the basis of contribution,

- A. The Commonwealth of Massachusetts agrees to reduce its judgment against such entity in an amount sufficient to cover or otherwise hold Bechtel and/or PB (or their respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates) harmless from that entity's claim over against Bechtel and/or PB (or their respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates); and
- B. The Commonwealth of Massachusetts further agrees that it will join Bechtel and/or PB (or their respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates) in filing a motion or proceeding seeking a court determination that this Agreement constitutes a release or settlement in good faith.

42. The Commonwealth of Massachusetts further agrees that, to the extent that it settles any claims it may have against any other entity relating to the State Covered Conduct and/or the specific items listed in Exhibits B and C and provides a release to the entity, it will use good faith efforts to obtain a release of Bechtel or PB (and/or their respective predecessors, subsidiaries, corporate parents, successors, assigns, and affiliates) from such entity (in form equivalent to the releases contained herein) of any claims relating to the State Covered Conduct and/or the specific items listed in Exhibits B and C on the basis of contribution.

43. The provisions of this Agreement shall be binding upon the Parties to it, their affiliated entities, and their collective successors and assigns.

44. All Parties consent to the public disclosure of this Agreement.

Notwithstanding this provision, the Joint Venturers agree that they will not, through present or future attorneys, board of directors, officers, including officers of parent corporations, or public spokespeople employed or engaged by the Joint Venturers, make any public statement, or any statement or filing in litigation (including any statement made by an individual in a representative capacity on behalf of the Joint Venturer(s) in any legal proceeding (e.g., pursuant to Fed. R. Civ. P. 30(b)(6) or Mass. R. Civ. P. 30(b)(6)), but excluding truthful testimony under oath by individuals not speaking in a representative capacity on behalf of the Joint Venturer(s)), materially contradicting any statement set forth in Exhibit A. Each such material contradiction of Exhibit A shall result in a liquidated damages payment of \$1 million payable by the breaching Joint Venturer (\$500,000 to the United States and \$500,000 to the Commonwealth of Massachusetts).

45. In connection with this Agreement (including, but not limited to, paragraph 17 of this Agreement), Bechtel Infrastructure Corp. shall be treated for all purposes as a member of the Joint Venture, and the Defendants agree not to assert, plead, argue or otherwise raise in connection with any actions or proceedings arising out of this Agreement that, in naming Bechtel Infrastructure Corp., the wrong party has been named or that Bechtel Infrastructure Corp. was not a member of the Joint Venture at the material time(s).

46. Bechtel Corp. (and any successors) has agreed to guarantee the payment of Bechtel Infrastructure Corp.'s financial obligations arising out of this Agreement, including, but not limited to, Bechtel Infrastructure Corp.'s financial obligations as they may arise under paragraph 17 of this Agreement. In this regard, Bechtel Corp. has provided the Government

with a letter containing representations concerning the financial viability of Bechtel Corp. upon which the Government has relied in entering into this Agreement.

47. This Agreement may not be amended except by written consent of the Parties.

48. Each person who signs this Agreement in a representative capacity warrants that he or she is duly authorized to do so. The undersigned Joint Venturer signatories represent and warrant that they are authorized by their Board of Directors to execute this Agreement. The undersigned signatory for the Relator represents and warrants that he/she is authorized to execute this Agreement on behalf of the Relator.

49. This Agreement is binding on Relator's successors, transferees, heirs, beneficiaries and assigns.

50. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

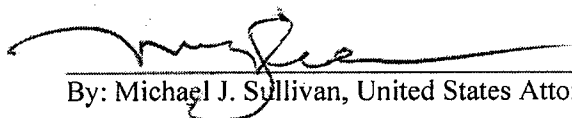
51. This Agreement is effective on the date of the signature of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.

52. The Parties agree that neither the Government nor the Joint Venturers shall be deemed the drafter of this Agreement and thus no inferences concerning the terms of this Agreement shall be drawn against either the Government or the Joint Venturers on that ground.

53. The Joint Venturers and Relator represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

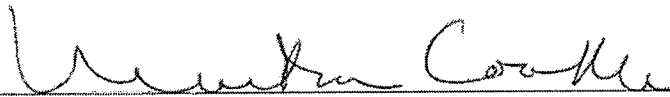
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by  
their authorized representatives:

The United States Attorney's Office for the District of Massachusetts

  
By: Michael J. Sullivan, United States Attorney



The Commonwealth of Massachusetts

A handwritten signature in cursive script, appearing to read "Martha Coakley", is written over a horizontal line.

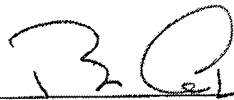
By: Martha Coakley, Attorney General of the Commonwealth of Massachusetts

Massachusetts Highway Department

A handwritten signature in dark ink, appearing to read 'B. Cohen', is positioned above a horizontal line.

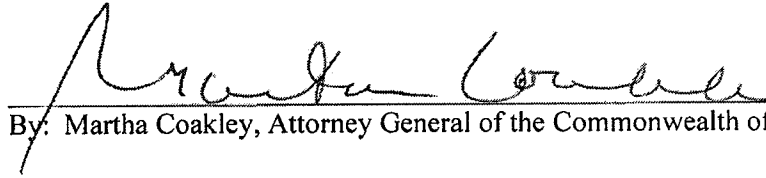
By: Bernard Cohen, Secretary of Transportation, Commonwealth of Massachusetts

Massachusetts Executive Office of Transportation and Public Works

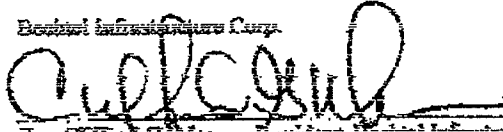
A handwritten signature in dark ink, appearing to be 'B. Cohen', written over a horizontal line.

By: Bernard Cohen, Secretary of Transportation, Commonwealth of Massachusetts

Massachusetts Turnpike Authority

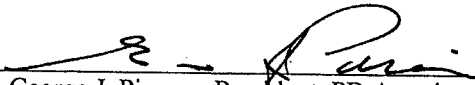
  
By: Martha Coakley, Attorney General of the Commonwealth of Massachusetts

Bechtel Infrastructure Corp.




By: Clifford G. Johnson, President, Bechtel Infrastructure Corp.

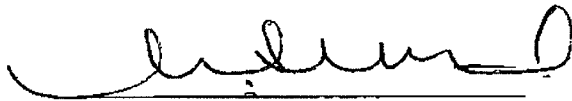
PB Americas, Inc. f/k/a Parsons Brinckerhoff Quade and Douglas, Inc.

  
By: George J. Pierson, President, PB Americas, Inc.

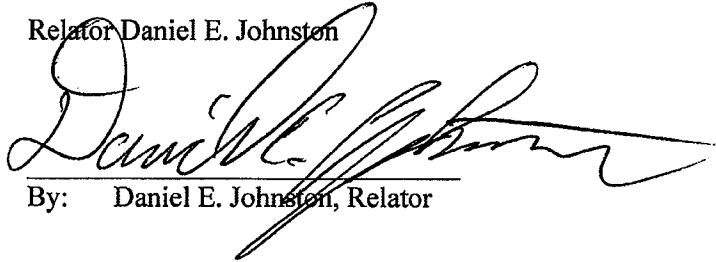
The Joint Venture of Bechtel/Parsons Brinckerhoff

  
By: (An Authorized Representative)

AND


  
By: (An Authorized Representative)

Relator Daniel E. Johnston

A large, stylized handwritten signature of Daniel E. Johnston, written in dark ink, positioned above a horizontal line.

By: Daniel E. Johnston, Relator

AND

A handwritten signature of Suzanne Durrell, written in dark ink, positioned above a horizontal line.

By: Suzanne Durrell, Esq.  
Rory H. Delaney, Esq.,  
Counsel for Relator Daniel E. Johnston